

District Court, Osage County, Okla.
FILED

IN THE DISTRICT COURT OF OSAGE COUNTY, OCT 24 2023
STATE OF OKLAHOMA

JENNIFER BURD, Court Clerk
By JL Deputy

STATE OF OKLAHOMA, *ex rel.*,
GENTNER DRUMMOND,
ATTORNEY GENERAL OF
OKLAHOMA,

Plaintiff,

v.

META PLATFORMS, INC. f/k/a
FACEBOOK, INC., and
INSTAGRAM, LLC,

Defendants.

JURY TRIAL DEMANDED

Case No. CJ-23-180

PETITION

TABLE OF CONTENTS

SUMMARY OF THE CASE.....	1
BACKGROUND	3
THE PARTIES.....	9
JURISDICTION AND VENUE	10
FACTUAL ALLEGATIONS	13
A. Defendants Engage in Consumer Transactions with Oklahoma Consumers	13
1. Meta Offers Instagram in Exchange for Consumers’ Valuable Consideration That Enables Meta to Sell Advertising	14
2. Advertising is the Core of Meta’s Business	16
3. Meta Prioritizes Acquiring Adolescents and Maximizing Their Time Spent on Instagram	18
B. Meta Operates Instagram in a Manner That is Unfair to Adolescents	20
1. By Meta’s Design, Instagram Induces Compulsive Use Among Adolescents.....	20
2. ██████████ Shows Instagram’s Power to Induce Compulsive Use Among Adolescents	22
3. Instagram Features Induce Compulsive Use	25
4. Instagram Induces Widespread Compulsive Use Among Adolescents.....	30
5. Instagram Harms Adolescents by Inducing Compulsive Use	35
C. Meta Engages in Deceptive Conduct by Omitting and Misrepresenting Material Facts About Instagram	36
1. Meta Did Not Disclose its Knowledge That Instagram Harms Users, Particularly Girls	37
2. Meta Promoted Misleading Metrics About the Incidence of Harm on Instagram	53
3. Meta Deceived Consumers by Promoting “Time Spent” Tools Despite Known Inaccuracies	59
4. Through Public Misrepresentations, Meta Leads the Public to Believe That Instagram is Safe for Adolescents	62
VIOLATIONS OF LAW	72
RELIEF REQUESTED.....	75

The State of Oklahoma, by and through Attorney General Gentner Drummond, (“Plaintiff” or “Attorney General”) brings this action pursuant to the Oklahoma Consumer Protection Act, 15 O.S. §§ 751–763 (“OCPA”) against Defendants Meta Platforms, Inc. f/k/a Facebook, Inc. and Instagram, LLC (collectively “Defendants” or “Meta”) to stop Meta’s deceptive and unfair business practices that are fueling a mental health crisis among adolescents in the State of Oklahoma.

SUMMARY OF THE CASE

1. Meta—through Instagram and Facebook—has created a social media empire to generate enormous profits at the expense of millions of young Americans. Meta develops and continually refines powerful and unprecedented technologies that attract, engage, and ultimately hijack the time and attention of Oklahoma’s youth. Meta’s social media platforms have had profound and far-reaching effects on the psychological and social well-being of young Oklahomans. For most Oklahoma youth, Meta’s social media platforms, and specifically Instagram, are an integral part of growing up, a necessity as they navigate adolescence.

2. Meta’s motivation is simple: greed. To maximize its profits, Meta has repeatedly deceived and misled the public about the known and substantial dangers associated with the use of its social media products. Meta has concealed the ways its social media products manipulate and exploit the most vulnerable Oklahoma consumers: kids and teenagers. This was not an accident. Meta has at all times been aware of the widespread risks its social media products pose to the mental and physical health of Oklahoma youth yet it knowingly and repeatedly opted to prioritize profits above users’ well-being. In doing so, Meta engaged in, and continues to engage in, unlawful conduct that violates Oklahoma law.

3. As alleged in Section A, Meta’s core business revolves around maximizing the amount of time users are actively engaged on its platform. The longer those users stay engaged, the more data they provide to Meta, and the more advertising revenue Meta rakes in.

4. As alleged in Section B, Meta operates its social media products in an unfair manner. Meta understands that developing adolescent brains are especially vulnerable to manipulation. With that knowledge, Meta engineers and programmers created social media products to exploit those vulnerabilities. Meta’s exploitation took several forms including, among others, engagement-maximizing features such as: (a) intermittent dopamine-release recommendation algorithms; (b) “Likes” and features designed to allow users to socially compare themselves to other young users; (c) audiovisual and haptic alerts that incessantly recall young users to Instagram at all times of the day and night; and (d) content-presentation formats, such as “infinite scroll,” designed to make it difficult for young users to disengage with Meta’s products even when they want to. Meta knows that Instagram induces compulsive use and facilitates addiction, and Meta knows that Instagram harms young users.

5. As alleged in Section C, Meta deceives consumers. Meta knew that adolescent use of its platforms—particularly Instagram—is associated with serious mental health problems like depression, anxiety, insomnia, and interference with education and daily life. Meta knew these risks to young users because it had all the user engagement data. It had all the research. However, rather than disclose what it knew, Meta published misleading metrics through its Community Standard Enforcement Reports that dramatically understate the actual rates of harm being suffered by young Instagram users.

6. Not only did Meta knowingly publish inaccurate metrics, it actively concealed its own internal research findings that repeatedly showed the actual harm experienced by users was

far higher than Meta’s published metrics. Meta further misled consumers and the public at large by claiming (1) that its “Time Spent” tool was an effective way to curb use when it knew the tool provided inaccurate information, (2) that it restricts young users from accessing harmful content, (3) that it does not prioritize the maximization of time spent by users on its platform, (4) that it does not place monetary values on teen users, (5) that it does not restrict access to its internal research that would allow researchers, consumers, and the public in general, to fully understand the risks posed by Meta’s platform, and (6) that its platforms, particularly Instagram, are not addictive.

7. With these allegations in mind, the state of teen mental health in Oklahoma cannot be ignored. In the decade ending in 2021, the percentage of teens who reported having felt so consistently sad or hopeless that they discontinued their usual activities increased by more than 50%.¹ Rates of students who report having contemplated or even attempted suicide are similarly alarming.

8. Taken individually and together, Meta’s actions and omissions constitute both unfair and deceptive trade practices that are prohibited by the OCPA.

BACKGROUND

9. “We have a saying. ‘Move fast and break things.’ The idea is if you never break anything, you’re probably not moving fast enough,” wrote then-Facebook CEO Mark Zuckerberg (“Zuckerberg”) to potential investors just prior to Facebook’s 2012 initial public offering.² Meta may have removed this saying from its public mission statement, but the motivation behind it is

¹ Oklahoma Youth Risk Behavior Survey 10-Year Trend Monitoring Report (*available at* https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/family-health/maternal-and-child-health/child-adolescent-health/yrbs/2021/Oklahoma%20YRBS%2010-Year%20Trend%20Monitoring%20Report%202011-2021_FINAL.pdf).

² Mark Zuckerberg, Founder’s Letter, 2012 (*available at* https://m.facebook.com/nt/screen/?params=%7B%22note_id%22%3A261129471966151%7D&path=%2Fnotes%2Fnote%2F&refsrc=deprecated&rdr).

emblematic of its pursuit of innovation and profit maximization without regard to the collateral damage it may cause.

10. The Attorney General’s investigation of Meta has revealed that it knowingly and repeatedly engaged in unfair and deceptive conduct at the expense of Oklahoma consumers. Meta’s conduct was, and continues to be, unlawful.

11. Meta deliberately designed its social media platforms, particularly Instagram, to be an addiction machine targeted at consumers under eighteen years old (“Adolescents”).

12. This was not an accident. Meta marshalled vast resources to study and understand Adolescents’ psychology and behavior so it could better exploit their developmental vulnerabilities through irresistible design features.

13. Meta did this to capture an ever-increasing amount of Adolescents’ time and user data—all to serve Meta’s advertising business.

14. Unlike other products that have appealed to Adolescents for generations—like Hershey bars or cans of Coke—Instagram has no single unit of consumption. There is no natural stopping point. Instead, Instagram serves up a bottomless pit of content where users can spend their time limited only by the total hours in a day. And for every second a consumer spends on Meta’s platforms, Meta profits.

15. Meta designed its social media products exploit attention, embedding an array of design features that maximize engagement of Adolescents on its platforms, and peppering them with inducements to “log on” and making it psychologically difficult to “log off.” These features, including push notifications, automatically playing short-form videos (*i.e.*, videos shorter than 1-minute), infinite scrolling, and ephemeral content, are designed as obstacles to prevent Adolescents from disengaging from the platform.

16. The U.S. Surgeon General recently issued an Advisory acknowledging as much: “You have some of the best designers and product developers in the world who have designed these products to make sure people are maximizing the amount of time they spend on these platforms. And if we tell a child, use the force of your willpower to control how much time you’re spending, you’re pitting a child against the world’s greatest product designers.”³

17. Instagram’s design features have fueled a dramatic increase in the amount of time Adolescents spend on the platform. Indeed, for many Adolescents, Instagram is viewed as an indispensable part of their identity, a podium from which they can share a carefully cultivated “highlight reel” of who they are and a place where they must constantly be “present.”

18. Adolescents feel addicted to Instagram. They report difficulty controlling their time spent on the application. And they frequently express that they would prefer to spend less time on Instagram but feel powerless to do so. And Meta’s internal studies have repeatedly confirmed these feelings.

19. Researchers warn that compulsive use of social media platforms like Instagram impose a wide range of harms, including increased levels of depression, anxiety, and attention deficit disorders; altered psychological and neurological development; and reduced sleep, to name a few. Additionally, there is an immense opportunity cost when adolescent years are spent glued to Instagram rather than engaged in the physical world and in-person experiences that are critical to development of the adolescent brain.

20. Meta’s business strategy that consciously addicts Adolescents to its social media platform has caused, and is continuing to cause, widespread and significant injury to Adolescents in Oklahoma. This is an unfair practice that violates the OCPA.

³ Allison Gordon & Pamela Brown, *Surgeon General says 13 is ‘too early’ to join social media*, CNN (Jan. 29, 2023) (available at <https://www.cnn.com/2023/01/29/health/surgeon-general-social-media/index.html>).

21. But Meta’s misconduct does not end there. Meta has also violated the OCPA by deceiving Oklahoma’s Adolescents—and, critically, their parents. Meta misled Adolescents and their parents both by concealing the significant risks Instagram presents to Adolescent users, and by making deceptive claims that masked its knowledge of those risks. Meta did so in at least four ways.

22. First, Meta has long known that Instagram was harmful for users, and especially ruinous for teen girls. Meta did not share that information with consumers and, in fact, took affirmative steps to bury it. Meta’s leadership—including Zuckerberg—

[REDACTED]

23. For example, Zuckerberg

[REDACTED]

[REDACTED]. Meta never disclosed this to the public.

24. Second, Meta publicizes its “Community Standards Enforcement Reports,” to create the façade that Instagram is a safe platform. These reports touted the low “prevalence” of Community Standards violations, a self-created metric that Meta uses as “evidence” that its platform is safe. But the truth is Meta’s “prevalence” metric is simply a straw man created to support the false narrative that Instagram is safe while concealing the true extent of the dangers on the platform.

25. For example, in one Community Standards Enforcement Report Meta showcased the low “prevalence” of violative content, estimating that “between 0.05% to 0.06% of views were of content that violated our standards against bullying & harassment [on Instagram].” This statement clearly intended to create the false impression that bullying and harassing content is extremely rare on Instagram—only 5 or 6 in 10,000 pieces of content.

26. In reality, bullying and harassing content is rampant on Instagram. But most of it just does not violate Instagram’s self-defined Community Standards (which consumers would have no reason to know). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

27. While Oklahoma consumers could not have understood that Meta’s publicly reported safety metrics were orders of magnitude lower than the actual incidence of harm on Instagram, Meta’s leadership certainly did. In a candid October 5, 2021, [REDACTED]

[REDACTED] Meta’s former Director of Engineering Arturo

Bejar (“Bejar”) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. But Meta’s leadership ignored [REDACTED] and continues to issue misleading reports to this day.

29. Bejar provided sworn testimony as part of the investigation by the Attorney General. When asked if he believed “that Mr. Zuckerberg and other company leaders focused on the ‘prevalence’ metric because it created a distorted picture about the safety of Meta’s platforms,” Bejar testified “I do.”⁵ When asked if he thought “Mr. Zuckerberg’s public statements about prevalence created a misleading picture of the harmfulness of Meta’s platforms,” he testified “I do.”⁶ And when asked if he was aware of any instances where Meta, in his view, downplayed the harms users were experiencing on Meta’s platforms, Bejar testified:

Every time that a Company spokesperson in the context of harms quotes prevalence statistics I believe that is what they are doing, that they’re minimizing the harms that people are experiencing in the product.⁷

30. Third, Meta misled the public through false statements about its commitment to well-being related features. For instance, it touted its “Time Spent” tool as a way for Adolescent users (and their parents) to manage engagement on Instagram and as a demonstration of Meta’s commitment to well-being. But when Meta learned the tool delivered inaccurate data to consumers,

⁴ **Ex. 1**, Bejar Trans., 236:16-290:14.

⁵ *Id.*, at 319:21-320:3.

⁶ *Id.*, at 200:16-201:13.

⁷ *Id.*, at 319:11-17.

Meta neither fixed the problem nor discontinued the tool. Meta prioritized misleading its Adolescent users (and their parents) over suffering a public relations hit.

31. Fourth, Meta made material misrepresentations to develop trust among consumers and parents that Instagram is a safe place for Adolescents. In various public channels, Meta deceptively represented (1) that it does not prioritize increasing users' time on Instagram; (2) that it protects Adolescents from harmful or inappropriate content on Instagram; (3) that it does not place a monetary value on Adolescents' use of Meta platforms; (4) that it has not changed its internal data and research access policies in response to The Wall Street Journal's 2021 coverage of its internal research findings; (5) that it uses internal research to improve product safety on a regular basis, and (6) that its platforms are not addictive.

32. In sum, through its acts, omissions, and misrepresentations, Meta carefully created the impression that its social media platforms, and specifically Instagram, are safe places for Adolescents. That impression was false and misleading.

33. Based on this misconduct, the Attorney General brings this action pursuant to the OCPA and seeks injunctive relief and civil penalties; recovery of attorney fees; and payment of reasonable expenses, including expert and investigation costs.

THE PARTIES

34. Plaintiff is the State of Oklahoma. This enforcement action is brought by and through Attorney General Gentner Drummond pursuant to the authority conferred by the OCPA.

35. Defendant Meta Platforms, Inc. f/k/a Facebook, Inc. is a Delaware corporation with its principal place of business in Menlo Park, California.⁸

⁸ On October 28, 2021, Facebook, Inc. changed its name to Meta Platforms, Inc.

36. Defendant Instagram, LLC, is a Delaware limited liability company with its principal place of business in Menlo Park, California. Instagram, LLC is a subsidiary of Meta Platforms, Inc.

37. Defendants Meta Platforms, Inc. and Instagram, LLC acted in concert with one another and as agents and/or principals of one another in relation to the conduct described in this Petition.

38. All the allegations described in this Petition were part of, and in furtherance of, the unlawful conduct alleged herein, and were authorized, ordered, and/or done by Defendants' officers, agents, employees, or other representatives while actively engaged in the management of Defendants' affairs within the course and scope of their duties and employment, and/or with Defendants' actual, apparent, and/or ostensible authority.

JURISDICTION AND VENUE

39. By this Petition, Plaintiff is asserting causes of action, and seeking remedies, based exclusively on Oklahoma statutory law.

40. The Petition does not confer diversity jurisdiction upon federal courts pursuant to 28 U.S.C. § 1332, as Oklahoma is not a citizen of any state and this action is not subject to the jurisdictional provision of the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Federal question subject matter jurisdiction under 28 U.S.C. § 1331 is not invoked by the Petition. Nowhere does Plaintiff plead, expressly or implicitly, any cause of action or request any remedy that necessarily arises under federal law.

41. As a court of general jurisdiction, the District Court is authorized to hear this matter.

42. Although previously conducting business in Oklahoma for years without registering, on January 17, 2019, Meta filed its Certificate of Qualification to register as a foreign

corporation doing business in Oklahoma. In its filing, Meta stated that it intended to conduct business as “Social media” and that it had assets of \$80,077,747,700. That same day, the Oklahoma Secretary of State granted Meta a Certificate of Authority to transact business in the State of Oklahoma.⁹ On May 15, 2023, in order to continue doing business in Oklahoma, Meta filed an Annual Certificate including “a report of the amount of capital invested in Oklahoma by a foreign corporation.”¹⁰ In that filed certificate, Meta stated that the amount of “funds, credits, securities and property” that it “used or employed in the business carried on in the State of Oklahoma” was \$610,956.

43. Meta has entered into millions of individual contracts with individual Oklahomans and Oklahoma businesses to use its platforms.¹¹

44. By 2020, Meta estimated that Instagram, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Instagram is massively popular among young Oklahomans. According to Meta’s internal metrics, from [REDACTED]
[REDACTED] [REDACTED]

⁹ Ex. 2. Facebook, Inc.’s Certificate of Qualification (Foreign Corporation) and Facebook, Inc.’s Certificate of Authority to Transact Business in Oklahoma.

¹⁰ Ex. 3. Facebook, Inc.’s May 15, 2023, Annual Certificate.

¹¹ Ex. 4. Instagram Terms of Use.

¹² [REDACTED]
¹³ [REDACTED]
¹⁴ [REDACTED]

[REDACTED]

45. Meta closely monitored its performance, both in terms of numbers of users and time spent on its platforms, in Oklahoma. [REDACTED]

[REDACTED]

46. Perhaps most strikingly, [REDACTED]

47. And of course, Meta enriched itself by selling advertisements targeted at users in Oklahoma. According to Meta's public advertising library, Meta regularly targets advertisements to Oklahoma. All manner of Oklahoma entities—from the OKC Thunder, the Tulsa World, QuikTrip, and Hobby Lobby, to smaller entities within Osage County like the Osage County

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[REDACTED]

Tourism Department and the Fairfax Community Foundation—advertise on Meta’s platforms. To be sure, countless others also advertise on Instagram to reach Oklahoma audiences and expand their businesses in Oklahoma.

48. In sum, Meta aims its platforms at Oklahomans, collects massive amounts of information on Oklahoma users, studies the impact its platform has on Oklahomans, sells advertising to Oklahomans based on that information, and tracks its performance in Oklahoma—all to further its goal of generating profits for its shareholders.

49. This Court has personal jurisdiction over each Defendant pursuant to 12 O.S. § 2004 because of their contacts in Oklahoma. As is described more fully below, Defendants (1) entered contracts with millions of Oklahomans and intentionally availed themselves of the Oklahoma market by directing marketing efforts towards Oklahomans; (2) sold the opportunity to advertise to Oklahomans; and (3) monitored their substantial contacts in Oklahoma, so as to render personal jurisdiction over Meta consistent with traditional notions of fair play and substantial justice. The allegations in this Petition establish that Defendants had minimum contacts with Oklahoma and are incorporated by reference herein.

50. Pursuant to 12 O.S. § 137, venue is proper in Osage County because Osage County is a county where the alleged misconduct occurred and where Defendants have conducted or transacted business.

FACTUAL ALLEGATIONS

A. Defendants Engage in Consumer Transactions with Oklahoma Consumers

51. The OCPA broadly defines a “consumer transaction” as “the advertising, offering for sale or purchase, sale, purchase, or distribution of any services or any property, tangible or intangible, real, personal, or mixed, or any other article, commodity, or thing of value wherever

located, for purposes that are personal, household, or business oriented.” 15 O.S. § 752(2). The definition includes “*anything* that could be sold or marketed to a consumer.” *Horton v. Bank of America, N.A.*, 189 F.Supp.3d 1286, 1293 (N.D. Okla.2016). As described herein, Defendants have engaged, and continue to engage, in conduct that constitutes a “consumer transaction.”

1. **Meta Offers Instagram in Exchange for Consumers’ Valuable Consideration That Enables Meta to Sell Advertising**

52. Through its mobile application and website, Instagram offers Oklahoma consumers the opportunity to connect with friends, follow accounts, and explore various interests.

53. On Instagram, consumers interact with different “surfaces.” Those include: (1) the main “Feed” and “Stories” surfaces, which display content posted by accounts the consumer follows; (2) the “Explore” surface that suggests new content to consumers; (3) the “Reels” surface, focused on short-form videos; and (3) the “Direct Messaging” surface, which allows consumers to send messages to one another.

54. No two consumers’ experiences on Instagram are the same. Rather, Instagram presents a customized display to each consumer based on the interests and preferences they express on Instagram, along with other user data in Meta’s possession.

55. To fully access Instagram, consumers must create an account.

56. To create an account, consumers enter into a contract with Meta.²⁷

57. By entering that contract, users agree to comply with Instagram’s Terms of Use (the “Instagram Terms”).²⁸

²⁷ See **Ex. 4**, Instagram Terms of Use.

²⁸ *Id.*

58. The Instagram Terms state that “The Instagram Platform is one of the Meta Products, provided to you by Meta Platforms, Inc. The Instagram Terms therefore constitute an agreement between you and Meta Platforms, Inc.”²⁹

59. Under the Instagram Terms, users do not pay to use Instagram. Rather, in exchange for the right to use Instagram, consumers agree to a host of terms that power Meta’s advertising business.

60. For example, in a section titled “How Our Service Is Funded,” the Instagram Terms explain that “[i]nstead of paying to use Instagram, by using the Service covered by these Terms [*i.e.* Instagram], you acknowledge that we can show you ads that businesses and organizations pay us to promote on and off the Meta Company Products. We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.”³⁰

61. The Instagram Terms also state that Meta “allow[s] advertisers to tell us things like their business goal and the kind of audience they want to see their ads. We then show their ad to people who might be interested. We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Instagram. For example, we provide general demographic and interest information to advertisers to help them better understand their audience.”³¹

62. Under the Instagram Terms Oklahoma consumers “pay” for Instagram by allowing Meta to build its advertising business using consumers’ time and attention.

63. Under the Instagram Terms, consumers “must agree to [Meta’s] Privacy Policy to use Instagram.” There is no other way for a consumer to use Instagram.

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

64. Every consumer must agree that Meta may collect a host of data including, among other things: (1) information about the consumer's activity on Instagram; (2) the messages the consumer sends and receives; (3) the content the consumer posts through Instagram's camera feature and the consumer's camera roll; (4) the consumer's responses to various types of advertisements; and even (5) the hardware and software the consumer is using, GPS data, Bluetooth signals, nearby Wi-Fi access points, and beacons and cell towers.

65. Meta uses this data to further its advertising business. In particular, it allows advertisers to target consumers that reside in specific locations in Oklahoma. For example, Meta allows advertisers to target Oklahoma consumers located in Oklahoma City and Tulsa simply by choosing from a Meta-created list of "Designated Market Areas," or "DMA." Meta assigns DMA Code 650 to Oklahoma City and DMA Code 671 to Tulsa.³²

66. Meta's connections to Oklahoma are not limited to Oklahoma City and Tulsa. Meta enables advertisers to focus on any part of Oklahoma, including Osage County, either by targeting specific areas by zip code or by creating custom DMAs simply by dropping a pin on a map and choosing a radius around the pin.³³

2. **Advertising is the Core of Meta's Business**

67. Meta has become one of the largest and most profitable companies in the world by offering highly targeted, data-driven advertising using massive databases of information collected from the consumers who use its platforms.

³² See *Designated market areas for ad marketing*, Meta Business Help Center (available at <https://www.facebook.com/business/help/1501907550136620>).

³³ Meta's services include a function it calls "Drop a Pin" that allows targeted advertising by identifying a location on a map using a pin and adjusting a slider scale to establish a particular radius around the pinned location to represent the designated market area. See *Use location targeting*, Meta Business Help Center, (available at <https://www.facebook.com/business/help/365561350785642?id=176276233019487>).

68. As Zuckerberg explained, “based on what pages people like, what they click on, and other signals, we create categories . . . and then charge advertisers to show ads to that category. Although advertising to specific groups existed well before the internet, online advertising allows much more precise targeting and therefore more-relevant ads.”³⁴

69. On information and belief, Meta charges a premium to businesses for access to the “much more precise” advertising opportunities on its social media platforms.

70. Consumers are served targeted advertisements during all, or nearly all, sessions on Instagram. And consumers see advertisements almost constantly on Instagram, often several times per minute. The advertisements Meta displays on Instagram are interwoven into most if not all of Instagram’s “surfaces.” The same is true of Facebook.

71. Given this business model, Meta is motivated to maximize the time users spend on Instagram and Facebook.

72. One incentive is that the more time users spend on Meta’s platforms, the more “inventory” Meta can sell. For instance, if a user increases her time spent viewing her Instagram “feed” from one to five hours per day, Meta can deliver roughly five times the number of advertisements to that user. The increase in time spent therefore significantly increases the profits Meta can make off this user.

73. Second, the more time that same user is engaged on Instagram, the more Meta learns about her. This data is gathered and refined so that she can be more accurately dropped into a particular category and ads shown to her can be more precisely targeted. On information and belief, advertisers will pay more for these ads.

³⁴ See *Understanding Facebook’s Business Model*, Mark Zuckerberg, January 24, 2019 (available at <https://about.fb.com/news/2019/01/understanding-facebooks-business-model/>).

74. As described more fully below, Meta has succeeded in capturing a breathtaking amount of consumer time, attention, and data—especially on Instagram, and especially from Adolescents.

3. **Meta Prioritizes Acquiring Adolescents and Maximizing Their Time Spent on Instagram**

75. In Meta’s business model, not all consumers are created equal. Adolescents are Meta’s prized demographic.

76. Meta has pursued increasing Adolescents’ time spent on its platforms as one of the company’s most important goals. [REDACTED]

[REDACTED]

[REDACTED]

77. For example, as of November 2016, [REDACTED]

[REDACTED]

[REDACTED]

78. This strategy was directed by Zuckerberg, [REDACTED]

[REDACTED]

79. On information and belief, Meta has worked to maximize Adolescents’ “time spent” throughout its corporate history. To that end, [REDACTED]

[REDACTED]

35 [REDACTED]
36 [REDACTED]
37 [REDACTED]

[REDACTED]

[REDACTED]

80. This is especially true of Instagram, which is central to Meta’s strategy to grow its number of Adolescent users.

81. As Meta knows, Instagram is especially appealing to Adolescents and is Meta’s most popular application with that demographic. Meta therefore devotes vast resources to increasing Adolescents’ engagement on Instagram.

82. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

83. Even more fundamentally, Meta pursues Adolescents because Meta’s advertising customers value that audience.

84. Among other reasons, Meta’s advertising partners want to reach Adolescents because they (1) are more likely to be influenced by advertisements; (2) may become lifelong customers; and (3) set trends that the rest of society emulates.

85. Notably, Meta allows advertisers to target Adolescents on Instagram based on their age and location.

86. On information and belief, many advertisers pay Meta a premium to serve advertisements to Adolescents, including advertisements to Adolescents in specific geographic markets, such as those in Oklahoma and in Osage County.

38 [REDACTED]
39 [REDACTED]

87. Meta is motivated to increase Adolescents' time spent on Instagram not only because it is a meaningful stream of advertising business, but also, because the data that Meta collects from that use is itself highly valuable.

88. Meta has profited immensely from its business model. Meta reported earning \$116.6 billion in revenue in 2022, with \$23.2 billion in net income, and Zuckerberg, its CEO, has become one of the wealthiest people in the world.

89. In addition to financial success, Zuckerberg's role as Meta's CEO and Founder has made him a public figure able to exert significant influence not only over the company, but also over society writ large. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B. Meta Operates Instagram in a Manner That is Unfair to Adolescents

90. Meta has engaged in unfair practices by designing and operating its platforms in a manner that addicts Adolescents on massive scale.

1. By Meta's Design, Instagram Induces Compulsive Use Among Adolescents

91. For generations, companies have marketed products to Adolescents—from bikes to Barbies to baseball cards. Unquestionably, products like those appealed to a young audience, and their creators marketed them accordingly.

92. Meta could have followed a similar course. It might have offered a version of Instagram that was simply appealing, but not addictive.

93. Instead, Meta designed Instagram to exploit known vulnerabilities in Adolescents' neurological development, making Instagram biologically difficult—and in some cases nearly impossible—for teens to resist.

94. As Meta's founding president, Sean Parker, explained in 2018:

The thought process that went into building these applications, Facebook being the first of them ... was all about: 'How do we consume as much of your time and conscious attention as possible?' That means that we need to sort of give you a little dopamine hit every once in a while, because someone liked or commented on a photo or a post or whatever. And that's going to get you to contribute more content and that's going to get you ... more likes and comments. It's a social-validation feedback loop ... exactly the kind of thing that a hacker like myself would come up with, because you're exploiting a vulnerability in human psychology. The inventors, creators—me, [Meta founder] Mark [Zuckerberg], [Instagram founder] Kevin Systrom on Instagram, all of these people—understood this consciously. And we did it anyway.⁴¹

95. On an ongoing basis, Meta pours massive resources into understanding Adolescents' cognitive development and vulnerabilities.

96. For example, [REDACTED]

[REDACTED]

97. But that [REDACTED] was not enough. [REDACTED]

[REDACTED]

⁴¹ See Alex Hearn, 'Never get high on your own supply' – why social media bosses don't use social media. The Guardian (Jan. 23, 2018) (available at <https://www.theguardian.com/media/2018/jan/23/never-get-high-on-your-own-supply-why-social-media-bosses-dont-use-social-media> (emphasis added)).

⁴²

⁴³

[REDACTED]

98. On information and belief, [REDACTED]

[REDACTED]

[REDACTED]

2. Instagram's [REDACTED] Shows Instagram's Power to Induce Compulsive Use Among Adolescents

99. [REDACTED]

[REDACTED]

[REDACTED]

100. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

101. [REDACTED]

[REDACTED]

102. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44 [REDACTED]
45 **Meta employees regularly convey information to one another through slideshows using Microsoft PowerPoint.**
46 [REDACTED]
47 [REDACTED]
48 [REDACTED]

[REDACTED]

[REDACTED]

103. According to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. [REDACTED]

[REDACTED]

105. By way of an example, [REDACTED]

[REDACTED]

106. [REDACTED]

[REDACTED]

107. [REDACTED]

[REDACTED]

[REDACTED]

108. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

49
50
51
52
53
54
55

109. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

110. [REDACTED] confirmed that Instagram was successfully exploiting these vulnerabilities, even when its young consumers voiced their concerns directly to Meta.

111. For example, [REDACTED]
[REDACTED]

112. But that was not enough [REDACTED]
[REDACTED]
[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

113. In the end, [REDACTED]
[REDACTED]

56 [REDACTED]
57 [REDACTED]
58 [REDACTED]
59 [REDACTED]
60 [REDACTED]

[REDACTED]

114. [REDACTED]

[REDACTED]

115. [REDACTED]

[REDACTED]

3. Instagram Features Induce Compulsive Use

116. Leveraging [REDACTED] Meta exploited Adolescents' limited capacity for self-control through an array of features, such as push notifications, ephemerality, auto-play, and infinite scroll.

117. Collectively, these and other Instagram features created and exploited obstacles to Adolescents' decision-making, causing them to spend more time on Instagram than they otherwise would.

61 [REDACTED]
62 [REDACTED]
63 [REDACTED]
64 [REDACTED]
65 [REDACTED]

i. Incessant Push Notifications.

118. Meta causes Adolescents to increase their time spent on Instagram by inundating them with notifications. The Instagram mobile application, by default, peppers users (including Adolescents) with frequent alerts or notifications intended to cause users to open the application

119. [REDACTED], academics have observed that these notifications impact the brain in similar ways as narcotic stimulants:

Although not as intense as [sic] hit of cocaine, positive social stimuli will similarly result in a release of dopamine, reinforcing whatever behavior preceded it . . . Every notification, whether it's a text message, a "like" on Instagram, or a Facebook notification, has the potential to be a positive social stimulus and dopamine influx.⁶⁶

120. On information and belief, by default Meta notifies Adolescents when another user follows them, likes their content, comments on their content, "tags" them, mentions them, sends them a message, or "goes live" (if the young person follows the user).

121. [REDACTED], Adolescents have a difficult time resisting these notifications.

122. [REDACTED]
[REDACTED]
[REDACTED]

123. [REDACTED]
[REDACTED]
[REDACTED]

⁶⁶ See Trevor Haynes, *Dopamine, Smartphones & You: A battle for your time*, Blog - Science In The News (Harvard University May 1, 2018) (available at <https://sitn.hms.harvard.edu/flash/2018/dopamine-smartphones-battle-time/>).

⁶⁷

⁶⁸

124. Similarly, [REDACTED]

125. By dispensing notifications and other “rewards” on a variable or intermittent schedule, Meta increases the addictive nature of Instagram.

ii. Ephemeral Nature of Instagram Content

126. [REDACTED] that Adolescents are developmentally wired to fear “missing out.” Meta induces constant engagement by making certain Instagram experiences ephemeral.

127. Unlike content delivery systems that permit a user to view existing posts on a schedule convenient for the user, ephemeral content is available only on a temporary basis, incentivizing users to engage with it immediately.

128. For example, Instagram’s popular “Stories” surface displays user-created images, videos, and narratives for twenty-four hours, at most, before the content disappears.^{70,71}

129. Similarly, Instagram’s “Live” feature gives users the ability to livestream videos to followers or the public during a specific session, after which the stream video is typically no longer available.⁷²

130. In the case of “Live,” for instance, an Adolescent’s failure to quickly join the live stream when it begins means that the user will miss out on the chance to view the content entirely.

⁶⁹ [REDACTED]

⁷⁰ See *Introducing Instagram Stories* (Aug. 2, 2016) (available at <https://about.instagram.com/blog/announcements/introducing-instagram-stories>).

⁷¹ See Josh Constance, *Instagram Launches “Stories,” A Snapchatty Feature for Imperfect Sharing*, TechCrunch (Aug. 2, 2016) (available at <https://techcrunch.com/2016/08/02/instagram-stories/>).

⁷² See *Live*, Instagram Help Center (available at https://help.instagram.com/272122157758915/?helpref=hc_fnav).

Often, Instagram sends users notifications that an account they follow is going live so that users do not “miss out.”

131. Likewise, because “Stories” delete within 24 hours, Adolescents must constantly monitor that surface if they desire to keep up with the accounts they follow.

132. Meta deploys ephemeral content features because it knows Adolescents’ fear of missing out on content will keep them glued to Instagram.

133. [REDACTED]

134. For instance, [REDACTED]

135. [REDACTED]

136. [REDACTED]

iii. Infinite Scroll, Autoplay, and Reels Induce Perpetual Instagram Use

137. Meta has also implemented tools that induce perpetual, passive Instagram use.

73 [REDACTED]
74 [REDACTED]
75 [REDACTED]

138. For example, Instagram presents an infinite scroll on several key surfaces. In other words, Instagram partially displays additional content at the bottom of the user’s screen, such that the user is typically unable to look at a single post in isolation (without seeing the top portion of the next post in their feed).

139. Instagram teases yet-to-be-fully-viewed content indefinitely—as the user scrolls down the feed, new content is automatically loaded and previewed. This design choice makes it difficult for Adolescents to disengage because there is no natural end point to the display of new information.

140. Meta also deploys the “auto-play” feature to keep Adolescents on Instagram.

141. Much like infinite scroll, Instagram’s “Stories” surface automatically and continuously plays content, encouraging Adolescents to remain on the platform.

142. Meta understands that these are powerful tools. Tellingly, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

143. Meta’s popular “Reels” surface has these same characteristics. [REDACTED]

[REDACTED]

[REDACTED]

144. Videos on Reels automatically and perpetually play as the user swipes the screen up to the next video. The short-form nature of Reels (between 15 to 90 seconds, as of April 2023) makes it difficult for Adolescents to close the app. Other aspects of Reels—including the

placement of the like, comment, save, and share buttons on top of the video— reduce or prevent interruption and keep the user constantly viewing the video.

145. [REDACTED]

146. On information and belief, the above-described Instagram features are but a small sample of the tools Meta has deployed to induce Adolescents to spend more time on Instagram than they otherwise would.

4. **Instagram Induces Widespread Compulsive Use Among Adolescents**

147. Because of Meta’s design choices, Instagram has already hooked a generation of Adolescents.

148. Meta knew. [REDACTED]

149. For example, [REDACTED]

[REDACTED]

[REDACTED]

150. In September 2019, [REDACTED]

[REDACTED]

[REDACTED]

151. [REDACTED]

[REDACTED]

[REDACTED]

152. [REDACTED]

[REDACTED]

[REDACTED]

153. [REDACTED]

[REDACTED]

154. [REDACTED]

[REDACTED]

[REDACTED]

155. Relatedly, [REDACTED]

[REDACTED]

[REDACTED]

79 [REDACTED]
80 [REDACTED]
81 [REDACTED]
82 [REDACTED]
83 [REDACTED]
84 [REDACTED]

[REDACTED]

156. In March 2020, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

157. [REDACTED]

[REDACTED]

[REDACTED]

158. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

159. [REDACTED] in September 2020, when Netflix released *The Social Dilemma*, which accused Meta of addicting Adolescents to Instagram.

160. [REDACTED]

[REDACTED]

[REDACTED]

85
86
87
88
89

[REDACTED]

[REDACTED]

[REDACTED]

161. In response, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

162. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

163. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

164. That same day in September 2020, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

165. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

90
91
92
93
94

[REDACTED]

[REDACTED]

166. Meta knew [REDACTED] by its design. [REDACTED]

[REDACTED]

167. And Meta knew that Instagram's core mechanics were interfering with a critical part of Adolescents' development: Sleep.

168. For example, [REDACTED]

[REDACTED]

169. [REDACTED]

[REDACTED]

170. [REDACTED]

[REDACTED]

171. Internally, Meta understood the specific ways that compulsive use manifested on Instagram.

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96
97
98
99
100

[REDACTED]

172. For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

173. [REDACTED]

[REDACTED]

[REDACTED]

5. Instagram Harms Adolescents by Inducing Compulsive Use

174. Defendants have substantially injured Adolescents by designing Instagram to induce compulsive and excessive use, which interferes with important developmental processes and behaviors.

175. These injuries include Adolescents' lack of sleep and related health outcomes, diminished in-person socialization skills, reduced attention, increased hyperactivity, self-control challenges and interruption of various brain development processes.

176. Defendants have also caused Adolescents to experience mental health harms, such as increased levels of depression and anxiety.

177. In addition, Defendants have caused Adolescents to have diminished social capacity and other developmental skills by virtue of the "opportunity cost" associated with devoting significant time to social media, rather than participating in other developmentally important, in-person, life experiences.

101 [REDACTED]

102 *Id.*

178. The United States Surgeon General’s May 2023 Advisory, titled “Social Media and Youth Mental Health” (the “Advisory”), describes some of the harms caused by Defendants.¹⁰³ As the Advisory explains, “[a] Surgeon General’s advisory is a public statement that calls the American people’s attention to an urgent public health issue Advisories are reserved for significant public health challenges that require the nation’s immediate awareness and action.” According to the Surgeon General, Adolescents’ social media use is one such significant public health challenge.

179. As the Advisory explains, “[e]xcessive and problematic social media use, such as compulsive or uncontrollable use, has been linked to sleep problems, attention problems, and feelings of exclusion among adolescents.”

180. The Advisory also identifies “changes in brain structure,” “altered neurological development,” “depressive symptoms, suicidal thoughts and behaviors,” “attention deficit/hyperactivity disorder (ADHD)” and “depression, anxiety and neuroticism,” as additional harms to Adolescents associated with compulsive social media use.¹⁰⁴

C. Meta Engages in Deceptive Conduct by Omitting and Misrepresenting Material Facts About Instagram

181. Under the OCPA, a business engages in deceptive conduct when its acts, representations, or omissions deceive or could reasonably be expected to deceive or mislead a person to their detriment.

¹⁰³ See U.S. Dep’t of Health & Hum. Servs., Social Media and Youth Mental Health: The U.S. Surgeon General’s Advisory 4 (2023) (available at <https://www.hhs.gov/sites/default/files/sg-youth-mental-health-social-media-advisory.pdf>).

¹⁰⁴ To be clear, this Petition is focused on harms arising out of compulsive or “problematic” Instagram use, not harms caused by exposure to any particular content on Instagram.

182. As an initial matter, Meta failed to disclose Instagram’s addictive nature. For years, Meta has led young consumers (and their parents) to believe that Instagram is a safer and less harmful platform than it is.

183. Meta deceived young consumers and their parents by failing to disclose that Instagram is, on balance, harmful to consumers (and especially damaging to girls), by concealing information about some of its most harmful platform features, by promoting misleading metrics about platform safety, and by touting inaccurate and ineffective “well-being” initiatives, among other methods.

1. **Meta Did Not Disclose its Knowledge That Instagram Harms Users, Particularly Girls**

184. Meta has long known that the Instagram platform is likely harming a significant portion of its user-base.

185. For instance, [REDACTED]

186. [REDACTED]

105 [REDACTED]
106 [REDACTED]
107 [REDACTED]
108 [REDACTED]

187.

[REDACTED]

188. Meta would continue sharpening its internal understanding of the harms experienced by Instagram users over subsequent years. For instance,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

109 [REDACTED]
110 [REDACTED]
111 [REDACTED]
112 [REDACTED]

[REDACTED]

189. Meta appreciated that Instagram was particularly devastating for girls. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

190. Meta also knew that the “Explore” surface, a feature whereby Instagram recommends content to users from accounts that they do not follow, exacerbated some of the harms

[REDACTED]

191. On July 22, 2021,

[REDACTED]

[REDACTED]

113
114
115
116
117
118

[REDACTED]

[REDACTED]

192. In other words, Meta knew [REDACTED]

[REDACTED]

193. In mid-2021, [REDACTED]

[REDACTED]

194. [REDACTED]

[REDACTED]

195. As discussed in more detail below, [REDACTED]

[REDACTED]

196. Relatedly, [REDACTED]

[REDACTED]

119 [REDACTED]
120 [REDACTED]
121 [REDACTED]
122 [REDACTED]

[REDACTED]

197. Upon information and belief, Meta has not disclosed the vast majority of its [REDACTED]

[REDACTED]

198. Nor has Meta warned consumers of the risks that Instagram poses to users that [REDACTED]

[REDACTED]

i. Meta's Leadership Refused to Remediate Instagram's Known Harms

199. Although Meta understood that Instagram causes significant harm to users, Meta executives repeatedly declined [REDACTED].

200. As early as March 2019, [REDACTED]

[REDACTED]

201. On or around March 8, 2019, [REDACTED]

[REDACTED]

202. [REDACTED]

[REDACTED]

123 [REDACTED]
124 [REDACTED]
125 [REDACTED]
126 [REDACTED]

203. [REDACTED]

[REDACTED]

[REDACTED]

204. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

205. On April 8, 2019, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

206. Several days later, [REDACTED]

[REDACTED]

[REDACTED]

207. Later that same day, [REDACTED]

[REDACTED]

[REDACTED]

127
128
129
130
131

[REDACTED]

208. Rather, Meta’s executive decision-makers understood that Instagram was, on net, negatively impacting its users. But instead of disclosing that fact or investing in solutions to the problem, Meta continued to prioritize profits at the users’ expense.

209. Later in 2019, [REDACTED]
[REDACTED]

210. [REDACTED]
[REDACTED]
[REDACTED]

211. Despite [REDACTED] purported concerns, Meta’s leadership refused to [REDACTED]
[REDACTED]

212. For example, in August 2021, [REDACTED]
[REDACTED]
[REDACTED]

213. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

214. Zuckerberg [REDACTED]—even after The Wall Street Journal reported on Meta’s internal research showing the harm Instagram caused to Adolescents’ mental health.

132 [REDACTED]
133 [REDACTED]
134 [REDACTED]
135 [REDACTED]

215. As it turns out, Zuckerberg's attention was elsewhere. [REDACTED]

[REDACTED]

[REDACTED]

216. On September 21, 2021, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

217. According to a member of the team, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

218. Later in the same conversation, [REDACTED]

[REDACTED]

[REDACTED]

136 [REDACTED]
137 [REDACTED]
138 [REDACTED]
139 [REDACTED]

219. Zuckerberg ultimately released the statement. [REDACTED]

[REDACTED]

220. Meanwhile, [REDACTED] was hampering Meta's response to the mental health crisis covered in The Wall Street Journal's reporting. In a contemporaneous discussion [REDACTED]

[REDACTED]

221. [REDACTED]—other members of Meta's senior leadership team were also becoming increasingly alarmed.

222. For instance, [REDACTED]

223. Similarly, [REDACTED]

224. [REDACTED]

140
141
142
143
144

225. [REDACTED]

226. In November 2021, [REDACTED]

227. In other words, [REDACTED]

228. Zuckerberg, [REDACTED]

229. According to another executive, [REDACTED]

ii. Meta Limited Internal Access to Documents Showing Instagram's Harms

230. As described above, Meta never publicly disclosed: [REDACTED]

231. To the contrary, Meta took affirmative steps to hide its internal research from the public, including from Oklahoma consumers.

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146
147
148

232. As Meta's products, including Instagram, faced growing scrutiny over time, Meta

[REDACTED]

233. For instance, on August 27, 2021— [REDACTED]

[REDACTED]

[REDACTED]

234. [REDACTED]

[REDACTED]

[REDACTED]

235. Similarly, on October 20, 2021, [REDACTED]

[REDACTED]

[REDACTED]

236. [REDACTED]

[REDACTED]

[REDACTED]

237. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

149
150
151
152
153

[REDACTED]

238. True to form, Meta [REDACTED]

[REDACTED]

239. [REDACTED]

[REDACTED]

[REDACTED]

240. By 2021, [REDACTED]

[REDACTED]

[REDACTED]

241. On information and belief, Meta's internal culture of secrecy was designed to keep consumers and policymakers in the dark about the harm Meta was causing its users, including Instagram users.

iii. Meta Did Not Disclose Its Knowledge That Instagram's Cosmetic Surgery Effect Selfie Filters Were Especially Harmful to Adolescents

242. The decision-making behind Instagram's cosmetic selfie filters illustrates Meta's culture of deception.

243. Upon information and belief, by 2017, Meta believed that it was losing users and content creators to rival social media platforms, such as Snapchat.

244. [REDACTED]

245. Shortly thereafter, Meta worked to integrate augmented reality filter effects into Instagram.

246. For example, [REDACTED]

247. [REDACTED]

248. In other words, these [REDACTED] would increase user engagement—and consequently, profit—on Meta platforms.

249. But by 2018, [REDACTED]

250. [REDACTED]

156
157
158
159

[REDACTED]

[REDACTED]

251. Consequently, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

252. [REDACTED]

[REDACTED]

253. [REDACTED]

[REDACTED]. But in mid-October 2019, Meta received harsh public rebuke from “press and mental health experts” who observed that certain selfie filters available on the Instagram platform promoted plastic surgery, raising mental health concerns.

254. [REDACTED]

[REDACTED]

160 [REDACTED]
161 [REDACTED]
162 [REDACTED]
163 [REDACTED]

255. Based on that public pressure— [REDACTED]
[REDACTED]—Meta installed a set of
interim policies banning augmented reality filters that promote cosmetic plastic surgery.

256. After installing these interim policies, Meta devoted significant thought to its long-term position regarding these augmented filters.

257. For example, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

258. In November 2019, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

259. Meta's decision-makers ignored [REDACTED].

260. On November 14, 2019, [REDACTED]
[REDACTED]
[REDACTED]

261. A day later, [REDACTED]
[REDACTED]

164 [REDACTED]
165 [REDACTED]
166 [REDACTED]

[REDACTED]

[REDACTED]

262. [REDACTED]

[REDACTED]

[REDACTED]

263. Two days later, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

264. On March 30, 2020, [REDACTED]

[REDACTED]

[REDACTED]

265. Shortly thereafter, [REDACTED]

[REDACTED]

[REDACTED]

266. Later that week, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

167
168
169
170
171
172

[REDACTED]

267. In April 2021, [REDACTED]

[REDACTED]

268. [REDACTED]

[REDACTED]

269. [REDACTED]

[REDACTED]

270. Upon information and belief, Meta never age-gated cosmetic selfie filters on its platforms—and the platform feature remains accessible to Adolescents to this day.

271. Upon information and belief, Meta never publicly disclosed [REDACTED], a material omission that misled consumers and influenced consumers' decision-making about their use of Instagram.

2. **Meta Promoted Misleading Metrics About the Incidence of Harm on Instagram**

i. **Meta's Community Standards Enforcement Reports Vastly Understate the Incidence of Harmful Content and Experience on Instagram**

272. Through public representations, Meta creates the impression that Instagram is a safe platform on which harmful content is rarely encountered.

273. For example, Meta broadcasts that message through its Community Standard Enforcement Reports (“the Reports”), which Meta publishes quarterly on its online “Transparency Center” and amplifies through press releases.

274. The Reports describe the percentage of content posted on Instagram that Meta removes for violating Instagram’s community standards. Meta often refers to that percentage as its “prevalence” metric.

275. Through Report-related talking points, [REDACTED]

276. The Reports create the impression that because Meta aggressively enforces platform community standards—thereby reducing the “prevalence” of community-standards-violating content—Instagram is a safe product that only rarely exposes users (including Adolescents) to harmful content.

277. But this is a false equivalency intended to at least sow confusion or, at most, outright mislead. As Meta well understands, the “prevalence” of standards-violating content, which is often quite low, is not the same as the *actual* “prevalence” of harmful content, which is rampant on Instagram (to say nothing of the harmful effects of the compulsive use of Instagram that the Defendants have so successfully encouraged).

278. Notably, Meta drafted the “community standards,” and has incentives to design those standards narrowly so that they are rarely violated.

279. For example, the 2019 third quarter Report touts Meta’s “[p]rogress to help keep people safe.”¹⁷⁷ Likewise, the 2023 second quarter Report states that “we publish the Community

Standards Enforcement Report . . . to more effectively track our progress and demonstrate our continued commitment to making . . . Instagram safe.”¹⁷⁸

280. These representations—publicly accessible on Meta’s online Transparency Center—create the impression that Meta is disclosing all it knows about the safety of Instagram and the risks of potential harm that exists on its platform. In other words, Meta posts these reports to its online Transparency Center so that anyone who visits the site will believe that Adolescents are unlikely to harmed by using Meta’s platform.

281. Indeed, [REDACTED]
[REDACTED].

282. In March 2021, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

283. [REDACTED]
[REDACTED]
[REDACTED]

284. Consistent with this effort, [REDACTED]
[REDACTED]
[REDACTED]

¹⁷⁸ See *Community Standard Enforcement Report, Q2 2023 Report*, Meta Transparency Center (Aug. 2023) (available at <https://transparency.fb.com/data/community-standards-enforcement/>).

¹⁷⁹ [REDACTED]
¹⁸⁰ [REDACTED]
¹⁸¹ [REDACTED]

285. But the impression that the Reports create—that Meta platforms are safe and only rarely display harmful content—is false and misleading.

286. For example, Meta’s 2021 third quarter Report states that on Instagram, “less than 0.05% of views were of content that violated our standards against suicide & self-injury.”¹⁸² That representation created the impression that it was very rare for users to experience content relating to suicide and self-injury on Instagram.

287. [REDACTED]

288. [REDACTED]

289. A similar discrepancy may be seen in Meta’s measurement of bullying and harassing content.

290. For example, the third quarterly Report of 2021 stated that “we estimate between 0.05% to 0.06% of views were of content that violated our standards against bullying & harassment [on Instagram].”¹⁸⁵ This representation created the impression that it was very rare for users to observe or experience bullying or harassment on Instagram.

182
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291. Again, [REDACTED]

[REDACTED]

292. [REDACTED]

[REDACTED]

293. [REDACTED]

[REDACTED]

294. Similarly, and contrary to the 2021 third quarter Report's representation that harassment on Instagram was rare, [REDACTED]

[REDACTED]

295. [REDACTED]

[REDACTED]

296. In other words, contrary to the impression the Reports created, Instagram users in general—and Adolescents in particular—regularly encounter content related to self-harm, bullying, and harassment on Instagram. Through its Reports, Meta affirmatively misrepresented the actual prevalence of such harms.

ii. Meta's Executive leadership Knew the Reports Misled Consumers

297. Meta's leadership team understood the discrepancy between Meta's public Reports and [REDACTED].

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298. On October 5, 2021, Bejar—then a contractor for Meta and formerly Meta’s Director of Site Engineering— [REDACTED]

299. Bejar proposed that the company shift the focus of its public communications away from the “prevalence” of community standards violations, [REDACTED] [REDACTED] that reflected the true scope of harmful content encountered on Instagram.¹⁹³

300. Meta’s senior Leadership did not respond to Bejar. In fact, Zuckerberg, with whom Bejar worked directly for several years, declined to respond to Bejar’s email. Bejar has stated that he could “not think of an email that I sent to Mark [Zuckerberg] during my time [at Meta] that he didn’t read or respond to.”¹⁹⁴

301. Undeterred, Meta continued to issue and publicize the Reports—even though Meta’s leadership team knew the Reports vastly under-represent the volume of harmful content on Instagram, and despite Bejar’s pleas.

302. During the multistate investigation, Bejar testified that Meta adopted and maintained this strategy to mislead the public.

303. When asked if he believed “that Mr. Zuckerberg and other company leaders focused on the Prevalence metric because it created a distorted picture about the safety of Meta’s platforms,” Bejar testified “I do.”¹⁹⁵

304. When asked if he thought “Mr. Zuckerberg’s public statements about prevalence created a misleading picture of the harmfulness of Meta’s platforms,” Bejar testified “I do.”¹⁹⁶

¹⁹¹ Ex. 1, Bejar Trans., at 236:16-290:14.

¹⁹² *Id.*

¹⁹³ *Id.*

¹⁹⁴ *Id.*, at 291:7-17.

¹⁹⁵ *Id.*, at 200:16-201:13.

¹⁹⁶ *Id.*

305. And when asked if he was “aware of any instances where the company, in [his] view, minimized the harms users were experiencing on Meta’s platforms,” Bejar testified: “Every time that a company spokesperson in the context of harms quotes Prevalence statistics I believe that is what they are doing, that they’re minimizing the harms that people are experiencing in the product.”¹⁹⁷

306. Meta issued the Reports and made other public representations in order to downplay the harmful experiences that are widespread on Instagram—particularly for Adolescents.

3. Meta Deceived Consumers by Promoting “Time Spent” Tools Despite Known Inaccuracies

307. For years, Meta has affirmatively deceived consumers by promoting and maintaining inaccurate time-tracking tools on Meta platforms.

308. On August 1, 2018, Meta announced “new tools to help people manage their time on Facebook and Instagram.” The announcement touted platform-specific activity dashboards, daily use reminders, and a push notification-limiting tool engineered “based on collaboration and inspiration from leading mental health experts and organizations, academics, [Meta’s] own extensive research and feedback from [Meta’s] community.”¹⁹⁸

309. In that announcement, Meta acknowledged that it has “a responsibility to help people understand how much time they spend on [Meta] platforms so they can better manage their experience.” Meta stated that it hopes “that these tools give people more control over the time they spend on our platforms and also foster conversations between parents and teens about the online habits that are right for them.”¹⁹⁹

¹⁹⁷ *Id.*, at 291:7-17.

¹⁹⁸ See Ameet Ranadive and David Ginsberg, *New Tools to Manage Your Time on Facebook and Instagram*, Meta Newsroom (Aug. 1, 2018) (available at <https://about.fb.com/news/2018/08/manage-your-time/>).

¹⁹⁹ *Id.*

310. Through these public statements and others, Meta led Oklahoma consumers and parents to believe they could rely on Meta's so-called "Time Spent" tools to track and manage the time spent on Instagram in a meaningful, accurate way.

311. That representation was false. By March 2020, Meta knew that its Time Spent data was materially flawed.

312. [REDACTED]

313. By the middle of 2020, [REDACTED]

314. But Meta did not follow that recommendation because the "Time Spent" tool was a key part of Meta's message to users that Instagram was a trustworthy platform where the risks of addiction were low.

315. For instance, [REDACTED]

[REDACTED]

316. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

317. In other words, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

318. By October of 2020, [REDACTED]

[REDACTED]

319. [REDACTED]

[REDACTED]

202 [REDACTED]
203 [REDACTED]

[REDACTED]

320. More than a year after recognizing the Time Spent tools' inaccuracy, Meta continued publicly touting the features.

321. On information and belief, Meta regularly promoted its "Time Spent" tool as an accurate and useful way for users to control their use of Instagram, even when it knew that the "Time Spent" tool delivered inaccurate metrics.

322. Meta made these representations to build trust with consumers and parents that Meta's Time Spent tool would help users (particularly young users) manage their time on Instagram, even though Meta knew that tool was broken. In this way, Meta won public trust and sentiment by deceiving the public about the utility of its core addiction-mitigation feature.

4. Through Public Misrepresentations, Meta Leads the Public to Believe That Instagram is Safe for Adolescents

323. The Time Spent episode is not the only time Meta has prioritized winning trust over telling the truth. To the contrary, Meta has repeatedly misrepresented facts about its business to convince consumers and their parents that Meta can be trusted to keep Adolescents safe on Instagram.

i. Meta Created the False Impression That It Restricts Adolescents from Accessing Harmful Content on Instagram

324. Through express representations, Meta cultivated the impression that it protects young users from harmful or inappropriate content on Instagram.

325. For example, in the opening statement to his Congressional testimony in December 2021, Adam Mosseri stated "We've put in place multiple protections to create safe and age-

appropriate experiences for people between the ages of 13 and 18” on Instagram.²⁰⁵

326. Antigone Davis—Meta’s Global Head of Safety—made the same representation in prepared remarks to Congress in September 2021.²⁰⁶

327. During subsequent questioning from senators, Davis explained that “[w]hen it comes to those between 13 and 17, we consult with experts to ensure that our policies properly account for their presence, for example, by age-gating content.”²⁰⁷ Davis added, Meta does not “allow young people to see certain types of content. And we have age gating around certain types of content.”²⁰⁸

328. Davis also specifically testified that Meta does not “direct people towards content that promotes eating disorders.”²⁰⁹

329. But [REDACTED]

330. In fact, [REDACTED]

331. For example, [REDACTED]

²⁰⁵ Ex. 91, 3FC55DF6-102F-4571-B6B4-01D2D2C6F0D0 (senate.gov).

²⁰⁶ See Facebook Head of Safety Testimony on Mental Health Effects: Full Senate Hearing Transcript, Rev (Sept. 30, 2021) (available at <https://www.rev.com/blog/transcripts/facebook-head-of-safety-testimony-on-mental-health-effects-full-senate-hearing-transcript>).

²⁰⁷ *Id.*

²⁰⁸ *Id.*

²⁰⁹ *Id.*

²¹⁰

²¹¹

332. [REDACTED]

333. [REDACTED]

334. [REDACTED]

335. For instance, [REDACTED]

336. And, in contrast to Davis's testimony, [REDACTED]

212 [REDACTED]
213 [REDACTED]
214 [REDACTED]
215 [REDACTED]

[REDACTED]

337. [REDACTED] through Mosseri and Davis's testimony, Meta affirmatively misled the public about the efficacy of Meta's efforts to protect young users from harmful content and/or to deliver age-appropriate experiences on Instagram. These are material misrepresentations, as reasonable consumers would be less likely to use a platform (or to allow young users in their care to use a platform) that exposes users to age-inappropriate or harmful content.

ii. Meta Created the False Impression That It Does Not Prioritize Time Spent

338. To downplay concerns that Instagram is addictive, Meta has repeatedly created the public impression that it does not prioritize increasing users' time on Instagram. To create that impression, Meta's executives claimed that it does not internally measure success in terms of the time users spend on Meta's platforms or otherwise encourage employees to pursue that goal.

339. For example, [REDACTED]

216 [REDACTED]
217 [REDACTED]
218 [REDACTED]
219 [REDACTED]

340. Similarly, in October 2021, [REDACTED]

[REDACTED]

341. Meta makes representations like these to garner trust: it wants the public (including consumers and parents) to believe that it does not measure success in terms of time spent to dispel the notion that it intentionally fuels compulsive use of Meta's products.

342. But Meta's representation that it does not set goals based on time spent is false.

343. For instance, [REDACTED]

[REDACTED]

344. Similarly, [REDACTED]

[REDACTED]

345. As another example, [REDACTED]

[REDACTED]

346. On information and belief, Meta continues to work to increase users' time spent on Instagram even to this day.

347. Thus, by claiming that it did not set goals based on time spent, Meta affirmatively misled the public—including Oklahoma consumers and parents—about Meta's motivations and internal business practices. This is a material misrepresentation, as reasonable consumers (and the

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parents of Adolescents) would be less likely to trust a platform that works to capture ever-increasing shares of users' time.

iii. Meta Created False Impressions That It Does Not Place a Monetary Value on Adolescents

348. In a similar vein, Meta deceptively led the public to believe that it does not place a monetary value on Adolescents' use of Meta platforms. Meta created that impression it does not discuss its youngest users in terms of their financial value to the company.

349. For example, during Antigone Davis's September 2021 Congressional testimony, Senator Amy Klobuchar asked Davis for the monetary value that Meta places upon a young user's lifetime use of Meta products.

350. Davis responded, "That's not how we think about building products for young people . . . It's just not the way we think about it."²²⁴

351. Through Davis's testimony, Meta led the public to believe that it does not place a monetary value on Adolescents' use of Meta's platforms.

352. But Meta's internal correspondence demonstrates that Davis's response to Senator Klobuchar was inaccurate and misleading.

353. For instance, [REDACTED]

[REDACTED]

[REDACTED]

354. Consequently, through Davis's testimony, Meta affirmatively misled the public—including Oklahoma consumers—about whether the company places a monetary value upon young

²²⁴ See *Facebook Head of Safety Testimony on Mental Health Effects: Full Senate Hearing Transcript*, Rev (Sept. 30, 2021) (available at <https://www.rev.com/blog/transcripts/facebook-head-of-safety-testimony-on-mental-health-effects-full-senate-hearing-transcript>).

²²⁵ [REDACTED]

users' lifetime use of Meta's products. This is a material misrepresentation, as reasonable consumers (and especially the parents of Adolescents) would be less likely to trust a platform that calculates the monetary value that the platform may extract from an Adolescent's lifetime engagement.

iv. Meta Created the Misleading Impression That It Was Not Restricting Access to Internal Research Findings and that it Used Its Internal research to Improve Produce Safety

355. Through Congressional testimony, Meta deceptively led the public to believe that it had not changed its internal data and research access policies in response to The Wall Street Journal's 2021 coverage of Meta's internal research findings. Meta wanted to create that impression so consumers and parents would believe that the company's well-being research was widely available internally and that the company had no reason to lock down internal information about Instagram's mental health impacts.

356. During Davis's September 2021 Congressional testimony, Senator Marsha Blackburn asked Davis "how are you restricting access to data internally? Have your policies changed since The Wall Street Journal articles [by Jeff Horwitz describing the internal Meta research shared by Frances Haugen]?"²²⁶

357. Davis succinctly responded, "Senator, not that I am—not that I'm aware of certainly."²²⁷

358. Through Davis's testimony, Meta led the public to believe Meta did not change its internal access policies—such as restricting internal access to data and research—following The Wall Street Journal's coverage of the internal Meta research shared by Frances Haugen.

²²⁶ See *Facebook Head of Safety Testimony on Mental Health Effects: Full Senate Hearing Transcript*, Rev (Sept. 30, 2021) (available at <https://www.rev.com/blog/transcripts/facebook-head-of-safety-testimony-on-mental-health-effects-full-senate-hearing-transcript>).

²²⁷ *Id.*

359. But in fact, as described in detail in Section C.1. ii. above, in reaction to Haugen’s public disclosures (which led to Davis’s Congressional testimony), [REDACTED]

[REDACTED]

360. To briefly restate evidence described above, [REDACTED]

[REDACTED]

[REDACTED]

361. [REDACTED]

[REDACTED]

[REDACTED]

362. Consequently, through Davis’s testimony, Meta affirmatively misled the public—including Oklahoma consumers—about whether the company internally restricted access to data and research following The Wall Street Journal’s coverage of Meta’s internal findings. This is a material misrepresentation, as reasonable consumers (and parents of Adolescents) would be less likely to trust a platform that undertakes affirmative steps to shield from disclosure internal information about the platform’s “mental well-being” impacts.

363. Similarly, through Congressional testimony, Meta deceptively led the public to believe that the company regularly uses internal research findings to inform safety-oriented product improvements. Meta created this impression so consumers, parents, and guardians would believe that the company used its troubling internal research findings to improve the safety of its platforms.

364. During Davis’s September 2021 Congressional testimony, Senator Klobuchar

228 [REDACTED]
229 [REDACTED]
230 [REDACTED]

asked Davis: “What specific steps did you . . . take in response to your own research [into Instagram users’ body image issues] and when?”²³¹

365. Davis responded: “Senator Klobuchar, I don’t know that I’ll be able to give you exact dates, but what I can tell you is that *this research has fueled numerous product changes.*”²³²

366. Similarly, during Mosseri’s December 2021 Congressional testimony, Senator Ted Cruz asked Mosseri: “How did you change your policies as a result of [Meta’s internal research into Instagram users’ suicidal thoughts] to protect young girls?”²³³

367. Mosseri responded: “Senator, I appreciate the question. We use research to not only change our policies, but *to change our product on a regular basis.*”²³⁴

368. Through Davis and Mosseri’s Congressional testimony, Meta led the public to believe Meta regularly uses internal research findings to improve product safety.

369. But in fact, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

370. To briefly restate the evidence detailed above, in October 2021— [REDACTED]

[REDACTED]

[REDACTED]

²³¹ See *Facebook Head of Safety Testimony on Mental Health Effects: Full Senate Hearing Transcript*, Rev (Sept. 30, 2021) (available at <https://www.rev.com/blog/transcripts/facebook-head-of-safety-testimony-on-mental-health-effects-full-senate-hearing-transcript>).

²³² *Id.*

²³³ See U.S. Senate Committee on Commerce, Science & Transportation, Subcommittee on Consumer Protection, Product Safety, and Data Security, *Protecting Kids Online: Instagram and Reforms for Young Users* (Dec. 8, 2021) (available at <https://www.commerce.senate.gov/2021/12/protecting-kids-online-instagram-and-reforms-for-young-users>).

²³⁴ *Id.*

²³⁵ [REDACTED]

371. Around the same time, [REDACTED]

372. And in November 2021—just one month before Mosseri’s testimony— [REDACTED]

373. Consequently, through Davis and Mosseri’s Congressional testimony, Meta affirmatively misled the public—including Oklahoma consumers—about measures the company had taken (or failed to undertake) to translate troubling research findings into meaningful product safety improvements. This is a material misrepresentation, as reasonable consumers, parents, and guardians would be less likely to trust a platform that fails to deploy safety improvements to products that pose a known, mitigatable risk to users.

v. Meta Created the Impression That Its Products Are Not Addictive Despite Meta’s Internal Research Showing the Contrary

374. Through Congressional testimony, Meta deceptively led the public to believe that its platforms are not addictive, despite Meta’s own internal research to the contrary.

375. In her September 2021 Congressional testimony, Davis said that Meta does not build its products to be addictive and disputed the addictive nature of Meta’s products.²³⁸

²³⁶ [REDACTED]

²³⁷ [REDACTED]

²³⁸ See Facebook Head of Safety Testimony on Mental Health Effects: Full Senate Hearing Transcript, Rev (Sept. 30, 2021) (available at <https://www.rex.com/blog/transcripts/facebook-head-of-safety-testimony-on-mental-health-effects-full-senate-hearing-transcript>).

376. Similarly, in Congressional testimony from December 2021, Adam Mosseri said, “I don’t believe that research suggests that our products are addictive.”²³⁹

377. Through Davis and Mosseri’s testimony, Meta led the public to believe Meta’s platforms are not addictive.

378. In fact, as described in detail in Section B above, Meta (1) knew Instagram was addictive; and (2) made decisions that facilitated addiction to Instagram long before Davis and Mosseri’s misleading testimony.

379. To briefly restate evidence described above, by September 2019, [REDACTED]

[REDACTED]

[REDACTED]

380. And after observing in May 2020 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

381. Consequently, through Davis and Mosseri’s Congressional testimony, Meta affirmatively misled the public—including Oklahoma consumers—about the addictive nature of the Instagram platform. This is a material misrepresentation, as reasonable consumers (and parents of Adolescents) would be less likely to trust an addictive platform.

VIOLATIONS OF LAW

COUNT I

OKLAHOMA CONSUMER PROTECTION ACT 15 O.S. § 751-763

²³⁹ See Taylor Hatmaker, *Instagram’s Adam Mosseri Defends the App’s Teen Safety Track Record to Congress*, TechCrunch (Dec. 8, 2021) (available at <https://techcrunch.com/2021/12/08/instagrams-adam-mosseri-senate-hearing-teen-safety/>).

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(UNFAIRNESS)

382. Oklahoma re-alleges and incorporates by reference all prior paragraphs of this Petition.

383. The OCPA prohibits businesses from knowingly engaging in “unfair” trade practices, which are defined as any practice “which offends established public policy” or is “immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” 15 O.S. § 752(14).

384. Defendants have engaged and continue to engage in “consumer transactions” as that term is defined in the OCPA with hundreds of thousands of Oklahomans.

385. By designing and deploying Instagram in a manner that induces compulsive use, the Defendants have engaged in unfair trade practices prohibited by the OCPA.

386. Defendants designed and deployed Instagram in a manner that overwhelmed consumers’ free and informed choice regarding how much time to spend on the Instagram platform.

387. Defendants’ scheme was particularly unfair as it relates to Adolescent users, who are a highly susceptible class of consumers. Indeed, Defendants designed and deployed Instagram in a manner that intentionally exploited the developmental nature of Adolescents’ brains, creating an obstacle to Adolescents’ free choice and causing them to spend more time on Instagram than they otherwise would.

388. By designing and deploying Instagram in a manner that induces compulsive use, Defendants caused or are likely to cause substantial injury to Oklahoma consumers. Specifically, Defendants’ unfair conduct has caused or is likely to cause significant harms to the mental health

and well-being of Adolescents, who Defendants have caused to spend vastly more time on Instagram than they otherwise would.

389. Through their conduct, Defendants have likely injured a large number of Oklahomans, including a significant number of Adolescents that have likely suffered profound and severe harms as a result of Defendants' conduct.

390. Each instance of Defendants' unfair practices constitutes a separate violation of the OCPA.

391. Insofar as there are positive benefits associated with Defendants' conduct, those benefits do not outweigh the harm arising out of Defendants' conduct.

COUNT II
OKLAHOMA CONSUMER PROTECTION ACT
15 O.S. § 751-763
(DECEPTION)

392. Oklahoma re-alleges and incorporates by reference all prior paragraphs of this Petition.

393. Under the OCPA, a business engages in deceptive conduct by, either orally or through a writing, making a "misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person." 15 O.S. § 752(13).

394. Defendants have engaged and continue to engage in "consumer transactions" as that term is defined in the OCPA with hundreds of thousands of Oklahomans.

395. As described in this Petition, Defendants have repeatedly deceived consumers through their words, conduct, silence, and action—in violation of the OCPA.

396. By making express and implied material misrepresentations about Instagram's safety, the incidence of harmful experiences on Instagram, and the efficacy of Instagram's "well-

being” related platform features (such as the “Time Spent” tool), the Defendants have engaged in deceptive trade practices that are prohibited by the OCPA.

397. Defendants also engaged in deceptive conduct in violation of the OCPA by failing to disclose the harms associated with Instagram in general and with certain Instagram platform features, which Defendants knew had a harmful effect on consumers’ mental health and well-being. Defendants knew the express and implied representations they were making were not true but made these representations anyway to increase consumers’ engagement with Instagram.

398. Through their acts, omissions, and misrepresentations, the Defendants downplayed the risks of Instagram use and caused reasonable consumers to believe something that was false, *i.e.*, that Instagram is a safer platform than it is in reality.

399. Each instance of Defendants’ deceptive practices constitutes a separate violation of the OCPA.


RELIEF REQUESTED

Plaintiff respectfully requests that this Court:

- A. Enter judgment against each Defendant in favor of the State of Oklahoma for each violation alleged in this Petition;
- B. Issue a permanent injunction: (i) prohibiting Defendants from using platform features that Defendants know or have reason to believe cause compulsive use among Adolescents; and (ii) requiring Defendants to meaningfully and publicly disclose, on a regular basis, the risks posed by Instagram to Adolescents;
- C. Issue a permanent injunction prohibiting Defendants from engaging in deceptive acts and practices in violation of the OCPA;
- D. Order each Defendant to separately pay civil penalties to the State of Oklahoma not more than \$10,000 per violation of the OCPA as provided by 15 O.S. § 761.1;
 1. Enter judgment finding that each instance in which an Adolescent accessed the Instagram platform in the State of Oklahoma represents a distinct violation of the OCPA;

- E. Enter judgment against Defendants and in favor of the State of Oklahoma for the reasonable costs and expenses of the investigation and prosecution of Defendants' unlawful conduct, including attorney's fees, expert and other witness fees, and costs, as provided by 15 O.S. § 761.1;
- F. Award such other relief as the Courts deems necessary and proper under the circumstances.

**GENTNER DRUMMOND
ATTORNEY GENERAL OF OKLAHOMA**

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EXHIBIT 1

CONFIDENTIAL

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CONFIDENTIAL PROCEEDINGS
EXAMINATION UNDER OATH OF ARTURO BÉJAR
Regarding Meta Platforms

Tuesday, May 16, 2023
Palo Alto, California

Stenographically Reported By:
Hanna Kim, CLR, CSR No. 13083
Job No. 5907326

EXHIBIT 2

01/17/2019 10:29 AM
OKLAHOMA SECRETARY OF STATE



SOS



39542230002

CERTIFICATE OF QUALIFICATION
(Foreign Corporation)

Filing Fee: Minimum \$300.00

(ATE

Oklahoma City, Oklahoma 73103
(405) 522-2520

PLEASE NOTE:

- ◆ The filing fee is a MINIMUM of \$300.00. The fee is one-tenth of one percent (1/10 of 1%) or \$1.00 per \$1,000.00 of the maximum amount of capital invested by such corporation; provided that the minimum fee is \$300.00, and no such corporation shall be required to pay a fee on an amount in excess of its authorized capital.
- ◆ **ATTACHED HERETO** is a certificate issued by an authorized officer of the corporation's jurisdiction of its incorporation attesting to the corporation's organization and good standing under the laws of such jurisdiction. This certificate is most commonly known as a Certificate of Good Standing, Certificate of Existence, or Certificate of Fact (Texas), and is usually issued by the Secretary of State's office within such jurisdiction. This certificate must be dated within the last sixty (60) days.

I hereby execute the following articles for the purpose of qualifying a foreign corporation to transact business in the state of Oklahoma pursuant to the provisions of Title 18, Section 1130:

1. Name of the corporation:

Facebook, Inc.

- ◆ If the legal name is not available for use in the state of Oklahoma, then a Fictitious Name Report must be attached or a resolution made by the authorized representative of the corporation duly adopting a fictitious name that is available for use. (Title 18, Section 1141)

2. State or jurisdiction of its formation: DE

3. Mailing address of its principal place of business, wherever located:

1601 Willow Road	Menlo Park	CA	94025
Address	City	State	Zip Code

4. Registered agent for service of process in the state of Oklahoma is the SECRETARY OF STATE.

5. NAME and street address of its additional registered agent for service of process in the state of Oklahoma, if any:

- ◆ The registered agent shall be an individual resident of Oklahoma or a domestic or qualified foreign corporation, limited liability company, or limited partnership.

Corporation Service Company	10300 Greenbriar Place	Oklahoma City	Oklahoma	73159-7653
Name	Street Address	City	State	Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

6. Business the corporation proposes to do in the state of Oklahoma:

- ◆ This statement must reflect the specific purpose of the corporation in Oklahoma.

Social media

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JAN 17 2019

(SOS FORM 0013-07/12)

OKLAHOMA SECRETARY
OF STATE

7. The business which the corporation proposes to do in the State of Oklahoma is a business the corporation is authorized to do in the jurisdiction of its incorporation.

◆ This statement requires no response.

8. Assets of said corporation are \$ 80,077,747,700 and liabilities are \$ 0,568,041,320

◆ The assets and liabilities of said corporation must be as of a date not earlier than six (6) months prior to the filing date of the certificate of qualification.

9. Corporation is organized as: (CHECK ONE) Profit OR Not for Profit

10. If organized for profit, the aggregate number of its authorized shares itemized by classes, par value of shares, shares without par value, and series, if any, within any class authorized:

◆ The par value per share is a dollar (\$) amount and is also used for the calculation of the total filing fee.

CLASS	NUMBER OF SHARES	SERIES (If any)	PAR VALUE PER SHARE (Or, if without par value, so state)
Common	<u>5,000,000,000</u>	<u>A</u>	<u>0.0000</u>
Common	<u>4,141,000,000</u>	<u>B</u>	<u>0.0000</u>

11. Maximum amount of capital said corporation intends and expects to invest in this state at any time during the current fiscal year: \$ 0

◆ "Invested capital" is defined as the value of the maximum amount of funds, credits, securities and property of whatever kind existing at any time during the fiscal year in the State of Oklahoma and used or employed by such corporation in its business carried on in this state.

12. E-MAIL address of the primary contact for the registered business:

The certificate of qualification must be signed by the president or vice president of said corporation and attested to by its secretary or assistant secretary.

• Signed this 14th day of December, 2018 by:

Attested to by

Michael Johnson
Signature of Secretary or Assistant Secretary

Michael Johnson

Printed Name

Ted Price
Signature of President or Vice President

Ted Price

Printed Name

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FACEBOOK, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF JANUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "FACEBOOK, INC." WAS INCORPORATED ON THE TWENTY-NINTH DAY OF JULY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3835815 8300

SR# 20190197586

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202059700

Date: 01-10-19

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF AUTHORITY

WHEREAS, FACEBOOK, INC.

*incorporated under the laws of the State of **DELAWARE** has filed in the office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by the laws of the State of Oklahoma.*

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate of Authority authorizing said Corporation to transact business in this state.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
17th day of January, 2019.*

Secretary of State

EXHIBIT 3

05/15/2023 11:11 AM

OKLAHOMA SECRETARY OF STATE

2020 ANNUAL CERTIFICATE



SOS

OKLAHOMA SECRETARY OF STATE



5988708002

FACEBOOK, INC.

CORPORATION KEY:
2312726928
STATE OF DOMICILE:
DELAWARE
STATUS :
OUSTED
ANNIVERSARY DATE:
January 17th

PLEASE READ CAREFULLY. TO EXPEDITE THE FILING OF THIS FORM, DO NOT CHANGE ANY OF THE PRE-PRINTED INFORMATION OR FIGURES. IF ANY INFORMATION CONTAINED IN THIS REPORT HAS BEEN CHANGED, OR THE CORPORATION HAS CEASED DOING BUSINESS IN OKLAHOMA, IT IS IMPORTANT THAT YOU NOTIFY THIS OFFICE IN WRITING TO REQUEST THE APPROPRIATE FORM TO AMEND THE RECORDS OR TO WITHDRAW FROM THE STATE.

1. THIS FORM is to be used for filing the annual certificate, a report of the amount of capital invested in Oklahoma by a foreign corporation pursuant to 18 O.S., § 1142.A.13. YOU MUST COMPLETE LINES 6 & 8 ON THE REVERSE SIDE OF THIS ORIGINAL FORM TO CORRECTLY DETERMINE THE FILING FEE. ALL BLANKS MUST BE FILLED IN WITH EITHER AN AMOUNT OR THE WORD "NONE".
2. ATTACH PAYMENT TO THIS CERTIFICATE. You may wish to retain a copy for your files. MAKE ALL CHECKS PAYABLE AND DIRECT ALL CORRESPONDENCE TO:

OKLAHOMA SECRETARY OF STATE
421 NW 13TH STREET, SUITE 210
OKLAHOMA CITY, OK 73103
(405) 521- 3912

3. WHO MUST FILE: Any corporation that has NOT paid a fee on its authorized capital. This form MUST be filed each year with the Secretary of State on the anniversary of its qualification (as shown above). It must be signed by the president, vice president, or managing officer of the corporation. The PENALTY for failure to file an Annual Certificate required by law is OUSTER of the corporation from doing business in the State of Oklahoma.
4. PLEASE NOTE that the Annual Certificate is SEPARATE FROM, AND IN ADDITION TO, the Franchise Tax return which must be filed each year with the Oklahoma Tax Commission.

RECEIVED

MAY 15 2023

OKLAHOMA SECRETARY
OF STATE

ALL BLANKS MUST BE FILLED IN THE EITHER AN AMOUNT OR THE WORD "NONE"

1. 0 Total authorized par value capital stock
2. 9,141,000,000 Number of authorized no par value shares
3. 457,050,000,000 No par value shares x \$50.00 (Par value assigned by law 18 O.S. § 1142.A.10 for computing the filing fees only)
4. 457,050,000,000 Sum of lines 1 and 3.
5. 300,000 Total amount of capital on which the corporation has credit for paying. This is an aggregate amount including the amount paid initially upon qualification and subsequently upon annual certificates. If two or more corporations have merged, the survivor is given credit for the amount of capital upon which the merging corporations have paid fees in Oklahoma, upon filing proof of the merger with the SOS.
6. 610,956 Maximum amount of capital invested by said corporation in the state of Oklahoma. This means the maximum amount of funds, credits, securities and property of whatever kind used or employed in the business carried on in the State of Oklahoma
7. 457,049,700,000 Differences between the total authorized capital and paid on credit. (Line 4 - Line 5)
8. 310,956 Total invested in excess of the amount heretofore paid on. (Line 6 - Line 5).
9. _____ FEE CALCULATION INSTRUCTIONS - complete only one.
If the amount entered on Line 8 is zero or negative, enter and attach the filing fee of \$10.00 to this report.
10. 320.96 If the amount entered on Line 8 is greater than zero, compute the fee at 1/10th of 1 per cent (\$1.00 per \$1,000.00) on this amount plus the \$10.00 filing fee.

+ \$500 ouster penalty
T. Turner 4/25/2023

Facebook, Inc.

(EXACT NAME OF CORPORATION)

BY:


(President, Vice President, or Managing Officer)

Katherine R. Kelly, Secretary

(Please print name)

EXHIBIT 4



Instagram Features

Manage Your Account

Staying Safe

Privacy, Security and Reporting

Terms and Policies

Community Guidelines

Privacy Policy

Terms of Use

Platform Policy

Cookies Policy

Transparency Center

Community Payments Terms

Instagram Purchase Protection Policy

Terms and Policies

Terms of Use

[Copy link](#)

Welcome to Instagram!

These Terms of Use (or "Terms") govern your use of Instagram, except where we expressly state that separate terms (and not these) apply, and provide information about the Instagram Service (the "Service"), outlined below. When you create an Instagram account or use Instagram, you agree to these terms. The Meta Terms of Service do not apply to this Service.

The Instagram Service is one of the Meta Products, provided to you by Meta Platforms, Inc. These Terms of Use therefore constitute an agreement between you and Meta Platforms, Inc.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

The Instagram Service

We agree to provide you with the Instagram Service. The Service includes all of the Instagram products, features, applications, services, technologies, and software that we provide to advance Instagram's mission: To bring you closer to the people and things you love. The Service is made up of the following aspects:



different types of accounts and features to help you create, share, grow your presence, and communicate with people on and off Instagram. We also want to strengthen your relationships through shared experiences that you actually care about. So we build systems that try to understand who and what you and others care about, and use that information to help you create, find, join and share in experiences that matter to you. Part of that is highlighting content, features, offers and accounts that you might be interested in, and offering ways for you to experience Instagram, based on things that you and others do on and off Instagram.

- **Fostering a positive, inclusive, and safe environment.**

We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure. We also may share information about misuse or harmful content with other Meta Companies or law enforcement. Learn more in the [Privacy Policy](#).

- **Developing and using technologies that help us consistently serve our growing community.**

Organizing and analyzing information for our growing community is central to our Service. A big part of our Service is creating and using cutting-edge technologies that help us personalize, protect, and improve our Service on an incredibly large scale for a broad global community. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service.



Instagram is part of the Meta Companies, which share technology, systems, insights, and information—including the information we have about you (learn more in the [Privacy Policy](#)) in order to provide services that are better, safer, and more secure. We also provide ways to interact across the Meta Company Products that you use, and designed systems to achieve a seamless and consistent experience across the Meta Company Products.

- **Ensuring access to our Service.**
To operate our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. The use of this global infrastructure is necessary and essential to provide our Service. This infrastructure may be owned or operated by Meta Platforms, Inc., Meta Platforms Ireland Limited, or their affiliates.
- **Connecting you with brands, products, and services in ways you care about.**
We use data from Instagram and other Meta Company Products, as well as from third-party partners, to show you ads, offers, and other sponsored content that we believe will be meaningful to you. And we try to make that content as relevant as all your other experiences on Instagram.
- **Research and innovation.**
We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

How Our Service Is Funded

Instead of paying to use Instagram, by using the Service covered by these Terms, you acknowledge that we can show you ads that businesses and



show you ads that are more relevant to you.

We show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal and the kind of audience they want to see their ads. We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Instagram. For example, we provide general demographic and interest information to advertisers to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Instagram ads work here.

You may see branded content on Instagram posted by account holders who promote products or services based on a commercial relationship with the business partner mentioned in their content. You can learn more about this here.

The Privacy Policy

Providing our Service requires collecting and using your information. The **Privacy Policy** explains how we collect, use, and share information across the **Meta Products**. It also explains the many ways you can control your information, including in the **Instagram Privacy and Security Settings**. You must agree to the Privacy Policy to use Instagram.

Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.



we need you to commit to a few restrictions in order to be part of the Instagram community.

- You must be at least 13 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

How You Can't Use Instagram. Providing a safe and open Service for a broad community requires that we all do our part.

- **You can't impersonate others or provide inaccurate information.**
You don't have to disclose your identity on Instagram, but you must provide us with accurate and up to date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.

- **You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.**

- **You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the Instagram Community Guidelines, Meta Platform Terms and Developer Policies, and Music Guidelines.** If you post branded content, you must comply with our Branded Content Policies, which require you to use our branded content tool. Learn how to report conduct or content in our Help Center.



...including any reporting, dispute, or appeals channel, such as by making fraudulent or groundless reports or appeals.

- **You can't attempt to create accounts or access or collect information in unauthorized ways.**

This includes creating accounts or collecting information in an automated way without our express permission.

- **You can't sell, license, or purchase any account or data obtained from us or our Service.**

This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect Instagram usernames, passwords, or misappropriate access tokens.

- **You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods).**

You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights, [here](#).

- **You can't modify, translate, create derivative works of, or reverse engineer our products or their components.**

- **You can't use a domain name or URL in your username without our prior written consent.**

Permissions You Give to Us. As part of our agreement, you also give us permissions that we need to provide the Service.

- **We do not claim ownership of your content, but you grant us a license to use it.**



Service and you are free to share your content with anyone else, wherever you want.

However, we need certain legal permissions from you (known as a “license”) to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review the [Privacy Policy](#) and visit the [Instagram Help Center](#).

- **Permission to use your username, profile picture, and information about your relationships and actions with accounts, ads, and sponsored content.**

You give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on Meta Products, without any compensation to you. For example, we may show that you liked a sponsored post created by a brand that has paid us to display its ads on Instagram. As with actions on other content and follows of other accounts, actions on sponsored content and follows of sponsored accounts can be seen only by people who have permission to see that content or follow. We will also respect your ad settings. You can learn more here about your ad settings.

- **You agree that we can download and install updates to the Service on your device.**



Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our **Brand Guidelines** or with our prior written permission.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our **Instagram Community Guidelines**), or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your access to the Meta Products and Meta Company Products) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our **Instagram Community Guidelines**), if you repeatedly



change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our **Help Center**. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our **Privacy Policy**. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:
 - where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
 - where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
 - where deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);



- comply with a legal obligation, such as the preservation of evidence; or
- comply with a request of a judicial or administrative authority, law enforcement, or a government agency;
- in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

Our Agreement and What Happens if We Disagree

Our Agreement.

- Your use of music on the Service is also subject to our Music Guidelines, and your use of our API is subject to our Meta Platform Terms and Developer Policies. If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the **Community Payment Terms**. If any of those terms conflict with this agreement, those other terms will govern.
- If any aspect of this agreement is unenforceable, the rest will remain in effect.



not be a waiver.

- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- Our past, present, and future affiliates and agents, including Instagram LLC, can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost



or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

How We Will Handle Disputes.

- Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted;** you and we may bring a claim only on your own behalf and cannot seek relief that would affect other Instagram users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.
- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction),



.....
arbitrations under its Consumer Arbitration Rules. **You and we expressly waive a trial by jury.**

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

This arbitration provision is governed by the Federal Arbitration Act.

You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your Instagram account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: Meta Platforms, Inc. ATTN: Instagram Arbitration Opt-out, 1601 Willow Rd., Menlo Park, CA 94025.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your Instagram account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Meta Platforms, Inc., ATTN: Instagram Arbitration Filing, 1601 Willow Rd. Menlo Park, CA 94025. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Instagram account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.



if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

Unsolicited Material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#).

Yes

No

Related Articles

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[Eligibility requirements for Meta Verified businesses](#)

[Accessibility](#)

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